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Equitable Mortgage—Delivery of Title Deed.—*Martin v. Bowen et al.*, 26 At. Rep. 823 (N. J.). The complainant endorsed a promissory note for the accommodation of C and D, who at the same time lodged with him their title deed to a lot of land, with a written memorandum signed by them to the effect that he should hold the deed as a security for his endorsement. Afterward C and D failed and made a general assignment for the benefit of their creditors to the defendant, and the plaintiff was obliged to pay the note. The court held that the plaintiff had an equitable charge on the land for the amount paid, enforceable against the defendant. And that the holder of an unredeemed equitable charge upon land given for a full consideration moving at the date of its creation is entitled to priority over a subsequent legal mortgage given to secure a prior indebtedness.

Federal Taxation—Constitutional Law—Liens.—*United States v. Snyder et al.*, 13 Sup. Ct. Rep. 846. A State law requiring that all liens on real property must be recorded does not apply to tax liens in favor of the United States. Such liens may be enforced against the land even in the hands of a purchaser for value without notice.

Insurance—Voiding Clauses—Waiver.—*Manufacturers' and Merchants' Mutual Insurance Co. v. Armstrong et al.*, 34 N. E. Rep. 553 (Ill.). A clause in a fire insurance policy providing that it should be null and void if certain improvements were not made within a specified time, can be orally waived by agents who have authority to issue the policy without such condition, in spite of a provision that no waiver should be binding unless written upon the policy. The company recognized the policy as still valid by offering additional insurance to the insured, after notice that the improvements were not completed within the given time, and so is estopped from setting up the breach of condition as a defense. A provision that a policy shall become void in a certain event is made for the benefit of the insurer, and he waives the forfeiture by acts or declarations from which the insured might infer that he was still protected.

Jurisdiction of Federal Courts—College Grants.—*Brown University v. Rhode Island College of Agriculture and Mechanic Arts et al.*, 56 Fed. Rep. 55. This was a suit brought by one college to restrain the State Treasurer from paying to another college the fund appropriated, by the act of Congress in 1890, to each State in aid of